

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:) Case No. 09-50779
)
DENNIS E. HECKER,) Chapter 7
)
Debtor.) Hon. Robert J. Kressel
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RANDALL L. SEAVER, TRUSTEE,)
)
Plaintiff,)
)
v.) Adv. Pro. No. 09-5045
)
DENNIS E. HECKER, MIDWEST) ANSWER TO AMENDED COMPLAINT
MOTORS, LLC, LKMCD PROPERTIES,)
LLC, CHRYSLER FINANCIAL)
SERVICES AMERICAS LLC, TOYOTA)
MOTOR CREDIT CORPORATION,)
INVER GROVE MOTORS LLC D/B/A)
DENNY HECKER'S INVER GROVE)
TOYOTA, JACOB HOLDINGS OF)
HIGHWAY 110 LLC, AND JACOB)
HOLDINGS OF AKROM AVENUE LLC,)
)
Defendant.)

**DEFENDANT CHRYSLER FINANCIAL SERVICES AMERICAS LLC'S ANSWER TO
PLAINTIFF 'S AMENDED COMPLAINT**

As and for its Answer to Plaintiff's Amended Complaint (the "Complaint"), Defendant Chrysler Financial Services Americas LLC ("Chrysler Financial") states as follows:

PRELIMINARY STATEMENT

While Chrysler Financial is named as a defendant in this proceeding, as more fully set forth below, it does not dispute the material allegations of the Complaint and generally supports the relief requested by the Plaintiff Randall L. Seaver, Trustee (the "Plaintiff") herein, provided that Chrysler Financial's interest in the proceeds of the PSA (as defined in the Complaint)

recovered by the Plaintiff in, or as a result of, this proceeding is fully preserved pending agreement of the parties claiming an interest therein as to the distribution thereof or the entry of an order of the Court determining the parties' respective interests in and rights to such proceeds.

ANSWER

1. Chrysler Financial admits Plaintiff's allegations as contained in paragraphs 1 – 11 and 13 – 22 of the Complaint.

2. With respect to Plaintiff's allegations in paragraph 12 of the Complaint, Chrysler Financial is without knowledge or information sufficient to form a belief as to the truth of the allegations. To the extent a response is required, Chrysler Financial denies the allegations in paragraph 12.

AFFIRMATIVE DEFENSES

3. Pursuant to that certain Master Loan and Security Agreement dated March 29, 2002, by and among Chrysler Financial and, *inter alia*, Inver Grove Motors LLC ("IGM"), and that certain Permanent Mortgage and Fixture Financing Statement dated October 22, 2004, by and between Chrysler Financial and Jacob Holdings of Akron Avenue LLC ("JHA"), Chrysler Financial holds a perfected security interest in, and lien upon essentially all of the property and the assets of IGM and JHA. Chrysler Financial's liens were perfected by the filing of financing statements with the Minnesota Secretary of State and, in the case of the mortgage, the recorder of Dakota County, Minnesota. To the extent it is determined that the PSA and its proceeds represent a diversion of the purchase price for IGM's assets as alleged in the Complaint, the PSA and its proceeds constitute Chrysler Financial's collateral and are subject to its liens.

WHEREFORE, based upon the foregoing, Defendant Chrysler Financial prays for judgment of the Court as follows:

1. Granting the Plaintiff's claims in their entirety;
2. Finding that Chrysler Financial holds a perfected security interest in, and a lien upon, the proceeds of the sale of assets of Inver Grove Motors LLC, including the PSA;
3. Preserving Chrysler Financial's interest in the PSA and its proceeds pending agreement of the parties claiming an interest therein as to the distribution thereof or the entry of an order of the Court determining the parties' respective interests in and rights to such proceeds; and
4. Such other relief as this court deems just and equitable.

Dated: January 15, 2010

GRAY, PLANT, MOOTY, MOOTY & BENNETT, P.A.

By /e/ Stephen F. Grinnell

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Attorneys for Defendant Chrysler Financial Services Americas LLC

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Plaintiff,)
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v.) Adv. Pro. No. 09-05045
)
Dennis E. Hecker, Midwest Motors, LLC,)
 LKMCD Properties, LLC, Chrysler)
 Financial Services Americas LLC, Toyota)
 Motor Credit Corporation, Toyota Financial)
 Savings Bank, Inver Grove Motors LLC,)
 d/b/a Denny Hecker's Inver Grove Toyota,)
 Jacob Holdings of Highway 110 LLC, Jacob)
 Holdings of Akron Avenue LLC,)

Defendants.

CERTIFICATE OF SERVICE

I, Stephen F. Grinnell , hereby certify that on January 15, 2010, I caused the following:

Defendant Chrysler Financial Services Americas LLC's Answer to Plaintiff's Amended Complaint

to be filed electronically with the Clerk of Court through ECF, and that ECF will send an e-notice of the electronic filing to the following:

Matthew R. Burton	mburton@losgs.com
Andrew P. Moratzka	apm@mcmlaw.com ; jef@mcmlaw.com ; ldj@mcmlaw.com
Timothy J. Peters	tpeters@peterslawplc.com ;
William R. Skolnick	peters.timothy.james@gmail.com wskolnick@skolnick-shiff.com ; zpuchtel@skolnick-shiff.com ; petricka@visi.com ;

rcargill@skolnick-shiff.com;
dlarson@skolnick-shiff.com;
sshiff@skolnick-shiff.com;
abardwell@skolnick-shiff.com

I further certify that I caused a copy of the foregoing documents and the notice of electronic filing to be mailed by first class mail, postage paid, to the following non-ECF participants:

Inver Grove Motors LLC
d/b/a Denny Hecker's Inver Grove Toyota
500 Ford Rd.
Minneapolis, MN 55426

Jacob Holdings of Highway 110 LLC
500 Ford Rd.
Minneapolis, MN 55426

Jacob Holdings of Akron Avenue LLC
500 Ford Rd.
Minneapolis, MN 55426

Toyota Financial Savings Bank
912 Ft. Duquesne Blvd., Ste. T
Pittsburgh, PA 15222

Dated: January 15, 2010

GRAY, PLANT, MOOTY
MOOTY & BENNETT, P.A.

/e/ Stephen F. Grinnell
Stephen F. Grinnell (#37928)

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